

JOSE C. GARCIA

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

07 CV 3388

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HEBEI EXPRESS SHIPPING CO., LTD., :

Plaintiff, :

-against- :

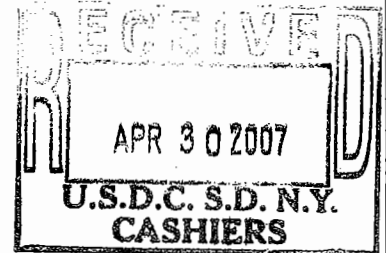
TRANSNATIONAL TRADING :

Defendant. :

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ECF

VERIFIED COMPLAINT



Plaintiff, HEBEI EXPRESS SHIPPING CO., LTD.,

(hereinafter referred to as "Plaintiff"), by and through its attorneys, Cardillo & Corbett, as and for its Verified Complaint against the Defendant, TRANSNATIONAL TRADING, (hereinafter referred to as "Defendant") alleges, upon information and belief, as follows:

JURISDICTION

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333.

THE PARTIES

2. At all times material to this action, Plaintiff was, and still is, a foreign company duly organized and existing under the laws of Hong Kong with an address at Room 3511, 35f, West Tower, Shun Tak Centre, 168-200 Connaught Road Central, Sheung Wan, Hong Kong.

3. Plaintiff is and was, at all material times, the registered owner of the M/V HEBEI EXPRESS (the "Vessel").

4. Upon information and belief, Defendant was, and still is, a foreign corporation, or other business entity, organized under, and existing by virtue of the laws of a foreign country, with an address at LOB 15, No. 130, JAFZA, Jebel Ali, P.O. Box 17621, Dubai, United Arab Emirates, and was at all material times the charterer of the Vessel.

DEFENDANT'S BREACH OF CONTRACT

5. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1-4 of this Complaint as if set forth at length herein.

6. Plaintiff and Defendant entered into a time charter party dated January 3, 2007, pursuant to which Plaintiff let and Defendant hired the Vessel (the "Charter Party").

7. Under the terms of the Charter Party, it was the duty of Defendant as charterer of the Vessel to pay hire semi-monthly in advance in U.S. dollars at the rate of \$24,500 per day commencing from the time of delivery of the Vessel under the Charter Party until the date of her redelivery.

8. The Vessel arrived at the delivery port four hours before the commencement of the lay days, that is, the commencement of the time within which Plaintiff had the right

to deliver the vessel and Defendant the obligation to accept her. The Defendant, however, agreed to accept the early delivery of the vessel and pay hire for the use of the vessel from the time the Vessel tendered her notice of readiness. The hire due for the four hours is \$3,956. See Exhibit 1 attached hereto.

9. Defendant redelivered the Vessel to Plaintiff on February 11, 2007, and sent the Plaintiff a hire statement which admitted hire due to the Plaintiff in the amount of \$74,337.74. Defendant, however, failed and refused to pay the hire due Plaintiff, advising Plaintiff that it would not pay the hire admittedly due, unless Plaintiff waived the \$3,956 due for the four hours prior to the commencement of the lay days during which Defendant had use of the Vessel. Defendant thereby reneged on the agreement made at the time the Vessel was delivered and is withholding payment on a substantial amount of hire that is admittedly due and owing. Charterers' hire statement is attached hereto as Exhibit 2.

10. According to Plaintiff's calculations, the actual amount of hire now due and owing is \$78,452.40, which includes the \$3,956 for the four hours now at issue.

11. Plaintiff protested Defendant's wrongful actions and has demanded payment of \$78,452.40 which Defendant has continued to refuse and fail to pay.

12. By reason of the aforesaid, Plaintiff has suffered damages in the amount of \$78,452.40, so near as the same can be presently estimated. In addition Plaintiff is entitled to recover interest, attorneys' fees and costs as set forth below.

LONDON ARBITRATION

13. Plaintiff's claims against Defendant are subject to arbitration in London governed by English law pursuant to the terms of the Charter Party, and Plaintiff reserves its right to demand arbitration in London.

PLAINTIFF'S DAMAGES

14. Interest costs and attorneys' fees are routinely awarded to the prevailing party under English law. As best as can now be estimated, if and when the matter is brought to arbitration in London, Plaintiff expects to recover the following amounts from Defendant:

A. Principal claim:	\$ 78,452.40
B. Interest, arbitration fees and attorneys' fees:	\$ 41,547.60
Total:	\$120,000.00

DEFENDANT NOT FOUND WITHIN THE DISTRICT

15. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules

of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, property within this District and subject to the jurisdiction of this Court, held in the hands of garnishees including, but not limited to, ABN Amro Bank NV, American Express Bank, Bank of America, Bank of Communications Co. Ltd. New York Branch, Bank of New York, Barclays Bank, BNP Paribas, Citibank, Deutsche Bank, HSBC (USA) Bank, J.P. Morgan Chase, Standard Chartered Bank, UBS AG and/or Wachovia Bank, which are believed to be due and owing to the Defendant.

16. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any property of the Defendant held by the aforesaid garnishees for the purpose of obtaining personal jurisdiction over the Defendant, and to secure Plaintiff's claim as described above.

**WHEREFORE,** Plaintiff prays:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Complaint;

B. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for

Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all tangible or intangible property in whatever form or any other funds held by any garnishee, including, but not limited to, ABN Amro Bank NV, American Express Bank, Bank of America, Bank of Communications Co. Ltd. New York Branch, Bank of New York, Barclays Bank, BNP Paribas, Citibank, Deutsche Bank, HSBC (USA) Bank, J.P. Morgan Chase, Standard Chartered Bank, UBS AG and/or Wachovia Bank, which are due and owing to the Defendant, in the amount of \$120,000.00 to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

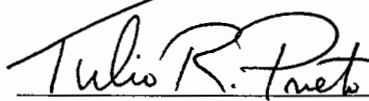
C. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof; and

D. That the Plaintiff has such other, further and different relief as the Court may deem just and proper.

Dated: New York, New York  
April 27, 2007

CARDILLO & CORBETT  
Attorneys for Plaintiff  
HEBEI PRIDE SHIPPING CO., LTD

By:

A handwritten signature in dark ink, appearing to read "Tulio R. Prieto", is written over a horizontal line.

Tulio R. Prieto (TP 8455)

Office and P.O. Address  
29 Broadway, Suite 1710  
New York, New York 10006  
Tel: (212) 344-0464  
Fax: (212) 797-1212



ATTORNEY'S VERIFICATION

State of New York )  
                              ) ss.:  
County of New York)

1. My name is Tulio R. Prieto.

2. I am over 18 years of age, of sound mind, capable of making this Verification, and fully competent to testify to all matters stated herein.

3. I am a partner in the firm of Cardillo & Corbett, attorneys for the Plaintiff.

4. I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.

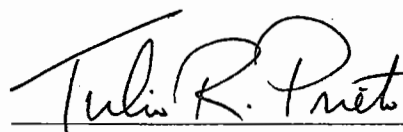
5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.

6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.

7. I am authorized to make this Verification on



behalf of the Plaintiff.



Tulio R. Prieto

Sworn to this 27<sup>th</sup> day  
of April, 2007



CHRISTOPHIL B. COSTAS  
Notary Public, State of New York  
No. 31-0773693  
Qualified in New York County  
Commission Expires April 30, 2011

Exhibit 1

Cao Rui

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寄件者: "Wendy, Yang Weiwei" <wendy@bromar.com.cn>  
收件者: "Lv Huan Hong" <ops@northchina.com.hk>  
副本: "Bromar ops" <ops@bromar.com.cn>  
傳送日期: Thursday, 4 January, 2007 22:09  
主旨: RE: MV. Hebei express / Tnt---hire payment

Good day from Bromar Maritime Co. Ltd!

Pub:86-21-58215780 Fax:86-21-58215769

Email: [chartering@bromar.com.cn](mailto:chartering@bromar.com.cn)

Dear Mr.Cao/Wendy

Pls kindly find below msg from Chrs.

====qte====

REF TELCON, CHTRS CONFIRM THAT THEY WILL PAID THE HIRE TO OWNERS FM THE  
TIME  
OF NOR TENDERING

====unqte====

Thanks & Best Regards

Wendy, Yang Weiwei  
Mob: +86-13916026560  
Msn: [wendyang521@hotmail.com](mailto:wendyang521@hotmail.com)

Exhibit 2

**Final Hire Statement**

CHARTERERS : TRANSNATIONAL TRADING DUBAI

OWNERS : STOGRAN INTERNATIONAL LTD - BROKERS: JM BUXI - Mr Dhall

Delivery : 04/01/2007 23:30 (LOCAL TIME)

DATE : 26 MAR 07

04/01/2007 15:30 (GMT)

VESSEL: MV. HEBEI EXPRESS

Redelivery : 11/02/2007 16:00 (LOCAL TIME)

C/P DATE : 3 JAN 07

11/02/2007 12:00 (GMT)

NO	PARTICULARS					DR.	CR.
1	HIRE						
	FM : 1530 HRS 4 JAN 2007 (GMT) @ APS LANSAN (CHINA)						
	TO: 1200 HRS 11 FEB 2007 (GMT) @ PASSING MUSCAT (PMO)						
	37.85416667						
	37.85417	days	X	\$24,500	\$927,427.08		
	0.00000	Ballast Bonus			\$55,000.00		
					\$982,427.08		
2	(LESS) Off hire						
	0.000000	days	X	\$24,500	\$0.00		
	0.000000	days	X	\$0	\$0.00		
	Bal	37.85417	days				\$982,427.08
3	(LESS) 2.5% ADCOM					\$24,560.68	
	(LESS) 0.625% TO JM BUXI					\$6,140.17	
4	Bunker on delivery						
	FO	1303.200	mt	X	\$300.00		\$390,960.00
	MDO	147.200	mt	X	\$600.00		\$88,320.00
5	Bunker on redelivery						
	FO	1298.200	mt	X	\$300.00	\$389,460.00	
	MDO	142.920	mt	X	\$600.00	\$85,752.00	
6	(LESS) Bunker off hire consumed						
	MDO	0.00	mt	x	\$600.00		\$0.00
	FO	0.00	mt	x	\$300.00		\$0.00
7	CABLE/VICTUALLING/ENTERTAINMENT CHARGE						\$1,577.26
	37.85417	days	x	\$1,250 /month	\$1,577.26		
8	LOHC						\$4,500.00
9	On-hire bunker survey fees @ 50% for ows acct ( Usd 400)					200.00	
	Off hire bunker survey fees @50% for ows acct ( Usd 410)					205.00	
10	(Less )Owners Expenses (1 USD=3.6AED)						
	Garbage Disposal Charges at Load Port					100.00	
11	(Less) Hire Payment					\$887,028.75	
	1st hire				\$408,720.00		
	2nd hire				\$223,633.52		
	3rd hire				\$33,075.65		
	4th hire				\$150,396.46		
	5th Hire				\$71,203.12		
					\$1,393,446.60		\$1,467,784.34
	BALANCE AMT DUE TO OWS					\$74,337.74	
					\$1,467,784.34		\$1,467,784.34